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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
12/035,097	02/21/2008	Vijayanand Rajkumar	T9049-19634US01	9314

74739 7590 01/19/2018

MILES & STOCKBRIDGE P.C.
Oracle International Corporation
1751 Pinnacle Drive
Suite 1500
Tysons Corner, VA 22102-3833

EXAMINER

WEISENFELD, ARYAN E

ART UNIT	PAPER NUMBER
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3689

NOTIFICATION DATE	DELIVERY MODE
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01/19/2018

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UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

Ex parte VIJAYANAND RAJKUMAR and
RHONDA STIEBER

Appeal 2016-005558
Application 12/035,097
Technology Center 3600

Before CARL W. WHITEHEAD JR., AMBER L. HAGY, and
PHILLIP A. BENNETT, *Administrative Patent Judges*.

HAGY, *Administrative Patent Judge*.

DECISION ON APPEAL

Pursuant to 35 U.S.C. § 134(a), Appellants¹ appeal from the Examiner's decision to reject claims 1, 3, 5–11, 13, 15–18, and 20, which are all of the pending claims.² We have jurisdiction under 35 U.S.C. § 6(b).

We affirm.

¹ Appellants identify the real party in interest as Oracle International Corporation. (App. Br. 2.)

² Claim 14 was canceled in an Amendment dated November 4, 2010; claims 2 and 12 were canceled in an Amendment dated March 18, 2011; and claims 4 and 19 were canceled in an Amendment dated December 19, 2014. (*See also* App. Br. 17–22 (Claims App'x).) Per the Advisory Action dated September 1, 2015 ("Adv. Act."), Applicants' proposed Amendment after the Final Action was not entered. (Adv. Act. 1.)

STATEMENT OF THE CASE

Introduction

According to Appellants, the claimed invention “is directed generally to document processing, and in particular to contract authoring.” (Spec. ¶ 1.)

Exemplary Claim

Claims 1, 9, 11, and 13 are independent. Claim 1, reproduced below with the disputed limitations italicized, is exemplary of the claimed subject matter:

1. A non-transitory computer readable medium having instructions stored thereon that, when executed by a processor, causes the processor to author a contract by:

generating a contract template designer user interface configured to create or modify contract templates, wherein the contract template designer user interface comprises a plurality of attributes organized in a predetermined way, wherein the contract template designer user interface is generated in response to a request from a designer user for a type of contract;

providing a catalog of new contract attributes to add to the contract template designer user interface, wherein the catalog is based on the type of contract, wherein the new contract attributes include terms and conditions of the contract based on the type of contract, and user defined questions based on the type of contract;

receiving, from the designer user, a modification request to modify one or more of the plurality of attributes of the contract template designer user interface or add one or more of the new contract attributes from the catalog;

creating a modified contract template based on the modification request;

rendering a contract creation user interface that corresponds to the modified contract template to an end user to author the contract, wherein a role of the end user determines which contract creation user interface of a plurality of contract creation user interfaces is rendered;

receiving input information from the end user for the one or more attributes; and

generating the contract based on the input information, wherein the contract is integrated with a contract execution system that is coupled to the contract creation user interface.

References

The prior art relied upon by the Examiner in rejecting the claims on appeal is:

Baker	US 2007/0157079 A1	July 5, 2007
Lee et al. (“Lee”)	US 2008/0046265 A1	Feb. 21, 2008
Moduga et al. (“Moduga”)	US 2008/0275798 A1	Nov. 6, 2008

Rejections³

Claims 1, 3, 5–11, 13, 15–18, and 20 stand rejected under 35 U.S.C. § 101 as being directed to patent-ineligible subject matter.

Claims 1, 6–9, 11, 13, 15–18, and 20 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Lee and Baker. (Final Act. 6–20.)⁴

Claims 3, 5, and 10 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Lee, Baker, and Moduga. (Final Act. 20–21.)

³ All rejections are under the provisions of 35 U.S.C. in effect prior to the effective date of the Leahy-Smith America Invents Act of 2011.

⁴ The Examiner’s reference to canceled claims 4 and 19 in the rejection under 35 U.S.C. § 103(a) (Final Act. 6) is deemed to be a typographical error, as the cover page of the Final Rejection refers, correctly, to only claims 1, 3, 5–11, 13, 15–18, and 20 as pending and rejected (Final Act. 1).

Issues

(1) Whether the Examiner erred in determining that claims 1, 3, 5–11, 13, 15–18, and 20 are directed to patent-ineligible subject matter.

(2) Whether the Examiner erred in finding that the combination of Lee and Baker teaches or suggests “generating a contract template designer user interface . . . generated in response to a request from a designer user for a type of contract,” “providing a catalog of new contract attributes to add to the contract template designer user interface,” and “rendering a contract creation user interface that corresponds to the modified contract template to an end user to author the contract,” as recited in independent claim 1 and commensurately recited in independent claims 9, 11, and 13.

ANALYSIS

A. Section 101 Rejection

Patent eligibility is a question of law. *Dealertrack, Inc. v. Huber*, 674 F.3d 1315, 1333 (Fed. Cir. 2012).

The Supreme Court has set forth an analytical “framework for distinguishing patents that claim laws of nature, natural phenomena, and abstract ideas from those that claim patent-eligible applications of those concepts.” *Alice Corp. v. CLS Bank Int’l*, 134 S. Ct. 2347, 2355 (2014) (citing *Mayo Collaborative Servs. v. Prometheus Labs., Inc.*, 566 U.S. 66, 71–73 (2012)). In the first step of the analysis, we determine whether the claims at issue are “directed to” a judicial exception, such as an abstract idea. *Alice*, 134 S. Ct. at 2355. If not, the inquiry ends. *Thales Visionix Inc. v. U.S.*, 850 F.3d 1343, 1346 (Fed. Cir. 2017); *Enfish, LLC v. Microsoft Corp.*, 822 F.3d 1327, 1339 (Fed. Cir. 2016). If the claims are determined to

be directed to an abstract idea, then we consider under step two whether the claims contain an “inventive concept” sufficient to “transform the nature of the claim into a patent-eligible application.” *Alice*, 134 S. Ct. at 2355 (quotations and citation omitted).

Noting that the two stages involve “overlapping scrutiny of the content of the claims,” the Federal Circuit has described “the first-stage inquiry” as “looking at the ‘focus’ of the claims, their ‘character as a whole,’” and “the second-stage inquiry (where reached)” as “looking more precisely at what the claim elements add—specifically, whether, in the Supreme Court’s terms, they identify an ‘inventive concept’ in the application of the ineligible matter to which (by assumption at stage two) the claim is directed.” *Electric Power Grp, LLC v. Alstom S.A.*, 830 F.3d 1350, 1353 (Fed. Cir. 2016). In considering whether a claim is directed to an abstract idea, we acknowledge, as did the Court in *Mayo*, that “all inventions at some level embody, use, reflect, rest upon, or apply laws of nature, natural phenomena, or abstract ideas.” *Mayo*, 566 U.S. at 71. We, therefore, look to whether the claims focus on a specific means or method that improves the relevant technology or are instead directed to a result or effect that in itself is the abstract idea and merely invoke generic processes and machinery. *See Enfish*, 822 F.3d at 1336.

Step One: Whether the Claims Are Directed to a Patent-Ineligible Concept (Abstract Idea)

The Examiner finds that the claims are directed towards an “abstract idea” of “creating a contract document based on user input (i.e. generating a contract template, providing a catalog of new contract attributes, receiving a modification request, creating a modified contract template, rendering a contract creation user interface, receiving input information, and generating

the contract),” which the Examiner finds is “a fundamental business practice.” (Final Act. 5.)

Appellants argue error by asserting “the Examiner has failed to provide any evidence that the claims are directed to an abstract idea.” (App. Br. 3.) We disagree that the Examiner was required to provide such evidence as part of the Examiner’s prima facie case. Federal Circuit has repeatedly noted that “the prima facie case is merely a procedural device that enables an appropriate shift of the burden of production.” *Hyatt v. Dudas*, 492 F.3d 1365, 1369 (Fed. Cir. 2007) (citing *In re Oetiker*, 977 F.2d 1443, 1445 (Fed. Cir. 1992)). The court has, thus, held that the Office carries its procedural burden of establishing a prima facie case when its rejection satisfies the requirements of 35 U.S.C. § 132 by notifying the applicant of the reasons for rejection, “together with such information and references as may be useful in judging of the propriety of continuing the prosecution of [the] application.” *See In re Jung*, 637 F.3d 1356, 1362 (Fed. Cir. 2011). Put simply, all that is required of the Office is that it set forth the statutory basis of the rejection in a sufficiently articulate and informative manner as to meet the notice requirement of § 132. *Id.*; *see also Chester v. Miller*, 906 F.2d 1574, 1578 (Fed. Cir. 1990) (noting that section 132 “is violated when a rejection is so uninformative that it prevents the applicant from recognizing and seeking to counter the grounds for rejection”).

Here, in rejecting the pending claims under § 101, the Examiner analyzed the claims using the *Mayo/Alice* two-step framework, consistent with the guidance set forth in the USPTO’s “2014 Interim Guidance on Patent Subject Matter Eligibility,” 79 Fed. Reg. 74618 (Dec. 16, 2014), in effect at the time the Final Office Action was mailed. Specifically, the

Examiner notified Appellants that claims 1, 3, 5–11, 13, 15–18, and 20 are directed to “a fundamental business practice” of “creating a contract document based on user input”; that this is an abstract idea; and that the claims do not include limitations that are “significantly more” than the abstract idea itself. (Final Act. 5, 22–24.) In so doing, the Examiner notified Appellants of the reasons for the rejection “together with such information and references as may be useful in judging of the propriety of continuing the prosecution of [the] application.” 35 U.S.C. § 132. We find, therefore, that the Examiner set forth a *prima facie* case of patent-ineligibility such that the burden of production then shifted to Appellants to demonstrate that the claims are patent-eligible.

Appellants further argue “the Examiner is ignoring most of the limitations of the claims, and is over-generalizing the claims.” (App. Br. 4.) In particular, Appellants argue that “as discussed above, the claims are more specifically directed to ‘generating a contract template document based on user input and then authoring a contract document using the generated contract template and additional user input.’” (*Id.*) Appellants appear to be arguing that application of the abstract idea in the context of computer-generated templates removes the claims from the realm of being directed to an abstract idea. We disagree. As the Supreme Court has said, “if a claim is directed essentially to a method of calculating, using a mathematical formula, even if the solution is for a specific purpose, the claimed method is nonstatutory.” *Parker v. Flook*, 437 U.S. 584, 595 (1978) (quoting *In re Richman*, 563 F.2d 1026, 1030 (CCPA 1977)). In addition, the Supreme Court and the Federal Circuit have repeatedly made clear that “merely limiting the field of use of the abstract idea to a particular existing

technological environment does not render the claims any less abstract.” *Affinity Labs of Texas, LLC v. DirecTV, LLC*, 838 F.3d 1253, 1259 (Fed. Cir. 2016).

Appellants further argue the Examiner failed to ensure that the claimed concept is “similar to at least one concept that the courts have identified as an abstract idea.” (App. Br. 4 (citing July 2015 Update: Subject Matter Eligibility).) The Examiner cannot be faulted for not identifying similar concepts identified as ineligible by the courts because the Final Action issued before the July 2015 Update that Appellant references.⁵ (*See id.*) Moreover, we observe that several Federal Circuit decisions have recognized that claims that simply provide user interfaces for organizing and manipulating data, like those at issue here, are patent-ineligible. *See, e.g., Apple, Inc. v. Ameranth, Inc.*, 842 F.3d 1229, 1237, 1240–41 (Fed. Cir. 2016) (providing a GUI interface to generate menus, i.e., “list[s] of options available to a user displayable on a computer,” with certain functions); *see also Intellectual Ventures I LLC v. Capital One Bank (USA)*, 792 F.3d 1363, 1369–70 (Fed. Cir. 2015) (providing an interactive interface to the user).

In the Answer, the Examiner also noted that the recitation in the claims of “generating a contract template based on user input” is “similar to the holdings of *Wells Fargo* which explicitly stated that the concepts of collecting data, recognizing certain data within the collected data set, and storing the recognized data, is abstract.” (Ans. 4.) *See Content Extraction and Transmission LLC v. Wells Fargo Bank, Nat. Ass’n*, 776 F.3d 1343 (Fed. Cir. 2014) (addressing claims including “interactive template creation

⁵ The Final Action was mailed June 18, 2015, the July 2015 Update issued on July 30, 2015, and the Appeal Brief was filed November 10, 2015.

mode”), *cert. denied*, 136 S. Ct. 119 (2015). The Examiner further noted that “[t]his is exactly what the claimed invention is doing. It is simply receiving information and generating a document.” (Ans. 4.) We agree.

Thus, at step one of the analysis, we are not persuaded that the Examiner erred in determining that the claims are directed to a patent-ineligible subject matter—that is, to an abstract idea.

Step Two: Whether Additional Elements Transform The Idea Into Patent-Eligible Subject Matter

Having found that the claims are directed to an abstract idea, the Examiner also finds that the additional elements or combinations of elements beyond the abstract idea do not amount to “significantly more” than the abstract idea itself, but instead “amount[] to no more than a recitation of generic computer structure that serves to perform generic computer functions that are well-understood, routine, and conventional activities previously known to the pertinent industry.” (Final Act. 5.)

Appellants argue the Examiner’s finding is in error because “the present claims recite functionality that goes well beyond the mere concepts of simply retrieving, comparing and combining data using a computer.” (App. Br. 5.) In particular, Appellants emphasize that their claimed invention provides “two distinct and different UIs [user interfaces] (a contract template designer UI and a contract creation UI)” and does so for “two distinct and different users” for “two distinct and different purposes.” (*Id.* (emphasis omitted).) Appellants further argue that “the use of a computer to provide respective UI[’]s for generating contract templates and for authoring contracts is clearly a technical solution.” (App. Br. 5.)

Appellants do not, however, persuasively argue why the cited claim limitations (e.g., a “contract template designer user interface” and a

“contract creation user interface”) contain an inventive concept that transforms the abstract idea into patent-eligible subject matter. As the Examiner noted, generating contract documents is a fundamental economic practice. (Final Act. 5.) And although Appellants assert that the use of computers to perform the recited function is a “technical solution,” the Supreme Court has explained that “the mere recitation of a generic computer cannot transform a patent-ineligible abstract idea into a patent-eligible invention.” *Alice Corp.*, 134 S. Ct. at 2358. Thus, automating the generation of contract documents using a computer does not transform Appellants’ claims into patent-eligible subject matter. (*See also* Ans. 5.)

Unlike the situation addressed in *DDR Holdings, LLC v. Hotels.com, L.P.*, 773 F.3d 1245 (Fed. Cir. 2014), for example, Appellants do not claim to change how the underlying technology operates. (*See* Ans. 6.) Claim 1 calls for a “processor” that executes “instructions” to carry out the recited steps. The Specification describes a generic computer system, including a processor that “may be any type of general or specific purpose processor.” (Spec. ¶ 18.) Broadly but reasonably construed, the computer technology recited in claim 1 covers implementation of the invention on generic computer systems. Moreover, the tasks recited in claim 1—such as generating user interfaces, storing and manipulating data, and generating documents—are common computer functions. Thus, contrary to Appellants’ argument, the solution here is not a “technical solution”; rather, the solution here is rooted in routine use of conventional computer technology to carry out the abstract idea of generating contract documents. (*See also* Ans. 4–5.)

We are similarly unpersuaded by Appellants’ argument that “the recited claims provide improvements to the functioning of the computer.”

(App. Br. 7–8.) We note that there is a fundamental difference between computer functionality improvements, on the one hand, and uses of existing computers as tools to perform a particular task, on the other. Indeed, the Federal Circuit applied this distinction in *Enfish* in rejecting a § 101 challenge because the claims at issue focused on a specific type of data structure, i.e., a self-referential table for a computer database, designed to improve the way a computer carries out its basic functions of storing and retrieving data, and not merely on asserted advances in uses to which existing computer capabilities could be put. *Enfish*, 822 F.3d at 1335–36.

We find no parallel here between the claims before us and the claims in *Enfish* nor any comparable aspect in the claims before us that represents “an improvement to computer functionality,” i.e., an improvement in the way a computer carries out its basic functions. The alleged advantages that Appellants tout do not concern an improvement to computer capabilities, but instead relate to an alleged improvement in generating contract documents for which a computer is used as a tool in its ordinary capacity—that is, providing a user interface to receive and manipulate data to generate a document.

With regard to Appellants’ argument regarding “whether the claim *preempts* an abstract idea” (App. Br. 6), we are also not persuaded of error. There is no dispute that the Supreme Court has described “the concern that drives this exclusionary principle [i.e., the exclusion of abstract ideas from patent eligible subject matter] as one of pre-emption.” *See Alice Corp.*, 134 S. Ct. at 2354. However, characterizing preemption as a driving concern for patent eligibility is not the same as characterizing preemption as the sole test for patent eligibility. As our reviewing court has explained: “The Supreme

Court has made clear that the principle of preemption is the basis for the judicial exceptions to patentability” and “[f]or this reason, questions on preemption are inherent in and resolved by the § 101 analysis.” *Ariosa Diagnostics, Inc. v. Sequenom, Inc.*, 788 F.3d 1371, 1379 (Fed. Cir. 2015) (citing *Alice Corp.*, 134 S. Ct. at 2354). Although “preemption may signal patent ineligible subject matter, the absence of complete preemption does not demonstrate patent eligibility.” *Id.* (See also Ans. 6–7.)

Appellants also argue the Examiner failed to consider the claim elements “in combination,” and failed, in particular, to consider that the claim elements “taken in combination, are both novel, innovative, and amount to significantly more.” (App. Br. 8–9.) We disagree; the Examiner explicitly points out that each claim was considered as a whole. (Final Act. 5; see also Ans. 7.) To the extent that Appellants maintain that the claims necessarily amount to “significantly more” than an abstract idea because the claims are allegedly patentable over the asserted prior art references, Appellants misapprehend the controlling precedent. Although the second step in the *Mayo/Alice* framework is termed a search for an “inventive concept,” the analysis is not an evaluation of novelty or non-obviousness, but rather, a search for “an element or combination of elements that is ‘sufficient to ensure that the patent in practice amounts to significantly more than a patent upon the [ineligible concept] itself.’” *Alice*, 134 S. Ct. at 2355. Although we do not agree that the claims at issue are nonobvious, as noted below, we nevertheless observe in the context of the § 101 analysis that even a novel and nonobvious claim directed to a purely abstract idea is, nonetheless, patent-ineligible. See *Mayo*, 566 U.S. at 90.

For the foregoing reasons, we are not persuaded the Examiner erred in rejecting independent claim 1 under 35 U.S.C. § 101 as directed to patent-ineligible subject matter, or in rejecting on the same basis independent claims 9, 11, and 13, as well as dependent claims 3, 5–8, 10, 15–18, and 20, which Appellants do not argue separately. (App. Br. 3.)

B. Section 103(a) Rejections

We have reviewed the Examiner’s rejection under 35 U.S.C. § 103(a) in light of Appellants’ arguments the Examiner has erred. We disagree with Appellants’ conclusions and we adopt as our own: (1) the findings and reasons set forth by the Examiner in the action from which this appeal is taken (Final Act. 6–21, 24–25); and (2) the reasons set forth by the Examiner in the Examiner’s Answer in response to Appellants’ Appeal Brief (Ans. 8–11). We concur with the conclusions reached by the Examiner, and we highlight the following points for emphasis.

The Examiner finds the combination of Baker and Lee teaches or suggests the limitations of claim 1. (Final Act. 6–9, 24–25.) With regard to the disputed “user interface” limitations, the Examiner relies particularly on Lee. (*Id.* (citing Lee ¶¶ 23–30).) Lee discloses a method for creating contracts using a computer, wherein—if no suitable contract template already exists—a “contract administrator” will “create[] a contract template based on the information of the desired contract through the contract template creating module **120**.” (Lee ¶ 28.) According to Lee, creating the template includes “setting contract clauses, setting an allowable range of the contract clauses that can be modified by the user, [and] setting data types that can be added to the contract template by the user and storing the contract template in the database **40**.” (*Id.*) Further according to Lee, once

the contract template has been created, a user may obtain the template from the database, at which point the user “modifies the contract clauses” as desired and then “applies the contract template to complete the desired contract.” (*Id.* at ¶¶ 30–34.) The Examiner finds that Lee teaches:

rendering a user interface that corresponds to a customized contract template stored in the database when a user (i.e. end user) request[s] to author a contract based on a customized contract template stored in the database, wherein the user request for a contract template determines which user interface displaying the requested contract template will be displayed.

(Final Act. 25.)

Appellants argue the Examiner’s findings are in error because “the prior art fails to disclose designing a contract template by a *first user via a first UI* and providing the contract template to a *second user via a second UI* for authoring a corresponding contract.” (App. Br. 9 (emphases added).)

Appellants further argue “Lee only describes a single UI that provides already prepared/existing contract templates to be used by a single user for authoring contracts” and that “Lee is completely silent regarding separate UIs used by separate users for creation of contract templates and for authoring contracts using such contract templates, respectively.” (*Id.* at 10.) Appellants also argue “Lee is completely silent regarding selection of a UI based on a user role.” (*Id.* at 12.)

We disagree. As the Examiner finds, and we agree, “[a]n interface is merely a way of communicating with [a] computer system.” (Ans. 9.) The Examiner finds Lee discloses two user interfaces when disclosing, first, *creation of the contract template by a contract administrator*, and also disclosing, second, *creation of a customized contract* based on that template by an *end user*. (*Id.* at 8–9; *see also* Final Act. 6.) The Examiner thus finds,

according to Lee: “[o]ne interface is creating the template. The other interface is creating the actual contract.” (Ans. 9.) More particularly, the Examiner finds, and we agree, Lee discloses the claimed “contract template designer user interface” that is “generated in response to a request from a designer user” by disclosing creation of a contract template (first user interface) by a contract administrator (designer user). (Ans. 8 (citing Lee ¶¶ 22–23).) The Examiner also finds Lee discloses the claimed “contract creation user interface” that is used by an “end user to author the contract” by disclosing a user’s of the template to create a customized contract and generating that contract. (Ans. 8–9 (citing Lee ¶¶ 23–30); Final Act. 7–8.) Thus, the Examiner finds Lee discloses both user interfaces as recited in claim 1, as well as use of those interfaces by different users.

We agree the Examiner’s findings are supported by the teachings of Lee. We also determine that Appellants’ arguments, which are directed at an incorrect characterization of the Lee reference, do not persuasively rebut those findings.

The Examiner further finds Lee does not explicitly disclose “providing a catalog of new contract attributes to add to the contract template designer user interface” as recited in claim 1, and relies on Baker in combination with Lee as providing that teaching. (Final Act. 8–9.) Appellants argue this finding is in error because the “lists” of items taught by Baker, which the Examiner maps to the claimed “catalog,” are “used in generating a contract and not a contract template.” (App. Br. 13.) Appellants argue the Examiner has improperly separated the elements of the disputed limitation. (*Id.* at 13–14.)

We disagree. As the Examiner correctly points out (Ans. 24–25), Appellants are attacking Baker singly for lacking a teaching (“contract template designer user interface”) that the Examiner relied on a combination of references to show. Particularly, the Examiner points to Baker in combination with Lee for this limitation. (Final Act. 6, 24–25; *see also* Ans. 10–11.) It is well established that one cannot show nonobviousness by attacking references individually where the rejections are based on combinations of references. *See In re Keller*, 642 F.2d 413, 425 (CCPA 1981); *In re Merck & Co., Inc.*, 800 F.2d 1091 (Fed. Cir. 1986). Appellants argue a finding the Examiner never made and therefore is unavailing to show Examiner error.

For the foregoing reasons, we are not persuaded of error in the Examiner’s 35 U.S.C. § 103(a) rejection of independent claim 1, or of independent claims 9, 11, and 13, which are argued collectively with claim 1. (App. Br. 9, 15.) We, therefore, sustain the rejection of independent claims 1, 9, 11, and 13 as unpatentable over the combination of Baker and Lee, along with the rejection of dependent claims 6–8, 15–18, and 20, which are not separately argued. (*Id.*)

We likewise sustain the Examiner’s obviousness rejection of dependent claims 3, 5, and 10 over Lee and Baker and the additionally cited prior art listed above (Moduga). Appellants have not particularly pointed out errors in the Examiner’s reasoning regarding the additional teachings of the further cited art as applied to these claims, but argues these claims collectively with the other claims. (App. Br. 9, 15.)

CONCLUSION

In summary:

Claims Rejected	Basis	Reference(s)	Claims Affirmed	Claims Reversed
1, 3, 5–11, 13, 15–18, and 20	§ 101	N/A	1, 3, 5–11, 13, 15–18, and 20	None
1, 6–9, 11, 13, 15–18, and 20	§ 103(a)	Lee and Baker	1, 6–9, 11, 13, 15–18, and 20	None
3, 5, and 10	§ 103(a)	Lee, Baker, and Moduga	3, 5, and 10	None
Summary			1, 3, 5–11, 13, 15–18, and 20	None

DECISION

The Examiner's 35 U.S.C. § 101 rejection of claims 1, 3, 5–11, 13, 15–18, and 20 is affirmed.

The Examiner's 35 U.S.C. § 103(a) rejections of claims 1, 3, 5–11, 13, 15–18, and 20 are affirmed.

No time period for taking any subsequent action in connection with this appeal may be extended under 37 C.F.R. § 1.136(a)(1)(iv).

AFFIRMED